

1 MARCIE ISOM FITZSIMMONS (SBN: 226906)
2 JOY JAEGER EHLERS (SBN: 232637)
3 GORDON REES SCULLY MANSUKHANI, LLP
4 275 Battery Street, Suite 2000
5 San Francisco, CA 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054
misom@grsm.com
jehlers@grsm.com

6 Attorneys for Defendant
SOUTHWEST AIRLINES CO.

7 OMID NOSRATI (SBN: 216350)
8 RENE MALDONADO (SBN: 289739)
9 THE LAW OFFICE OF OMID NOSRATI
10 1801 Century Park East, Ste 840
11 Los Angeles, CA 90067
Telephone: (310) 553-5630
Facsimile: (310) 553-5691
omid@nosratilaw.com
rene@nosratilaw.com

12 Attorneys for Plaintiff
13 NICHOLS PAUL NEWBOULD

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

25 | 1. A. PURPOSES AND LIMITATIONS

26 Disclosure and discovery activity in this action are likely to involve
27 production of confidential, proprietary, or private information for which special
28 protection from public disclosure and from use for any purpose other than

1 prosecuting this litigation may be warranted. Accordingly, the parties hereby
2 stipulate to and petition the court to enter the following Stipulated Protective
3 Order. The parties acknowledge that this Order does not confer blanket protections
4 on all disclosures or responses to discovery and that the protection it affords from
5 public disclosure and use extends only to the limited information or items that are
6 entitled to confidential treatment under the applicable legal principles. The parties
7 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
8 Protective Order does not entitle them to file confidential information under seal;
9 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
10 standards that will be applied when a party seeks permission from the court to file
11 material under seal.

12 B. GOOD CAUSE STATEMENT

13 This action is likely to involve sensitive and confidential information
14 implicating the privacy rights of third parties for which special protection from
15 public disclosure and from use for any purpose other than prosecution of this
16 action is warranted. Such sensitive and confidential materials and information
17 consist of, among other things, third party personnel information, third party
18 complaints to Human Resources and/or Employee Relations and related
19 investigations into those complaints, information otherwise generally unavailable
20 to the public, or which may be privileged or otherwise protected from disclosure
21 under state or federal statutes, court rules, case decisions, or common law.
22 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
23 of disputes over confidentiality of discovery materials, to adequately protect
24 information the parties are entitled to keep confidential, to ensure that the parties
25 are permitted reasonable necessary uses of such material in preparation for and in
26 the conduct of trial, to address their handling at the end of the litigation, and serve
27 the ends of justice, a protective order for such information is justified in this
28 matter. It is the intent of the parties that information will not be designated as

1 confidential for tactical reasons and that nothing be so designated without a good
2 faith belief that it has been maintained in a confidential, non-public manner, and
3 there is good cause why it should not be part of the public record of this case.

4 2. DEFINITIONS

5 2.1 Action: this pending federal law suit;

6 2.2 Challenging Party: a Party or Non-Party that challenges the
7 designation of information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c).

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
12 their support staff).

13 2.5 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless
17 of the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced
19 or generated in disclosures or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve
22 as an expert witness or as a consultant in this action.

23 2.8 House Counsel: attorneys who are employees of a party to this action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association,
27 or other legal entity not named as a Party to this action.

28 ///

1 2.10 Outside Counsel of Record: attorneys who are not employees of a
2 party to this action but are retained to represent or advise a party to this action and
3 have appeared in this action on behalf of that party or are affiliated with a law firm
4 which has appeared on behalf of that party.

5 2.11 Party: any party to this action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this action.

10 2.13 Professional Vendors: persons or entities that provide litigation
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL.”

16 2.15 Receiving Party: a Party that receives Disclosure or Discovery
17 Material from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or
21 extracted from Protected Material; (2) all copies, excerpts, summaries, or
22 compilations of Protected Material; and (3) any testimony, conversations, or
23 presentations by Parties or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the
25 trial judge. This Order does not govern the use of Protected Material at trial.

26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be
2 deemed to be the later of (1) dismissal of all claims and defenses in this action,
3 with or without prejudice; and (2) final judgment herein after the completion and
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
5 including the time limits for filing any motions or applications for extension of
6 time pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

9 Each Party or Non-Party that designates information or items for protection under
10 this Order must take care to limit any such designation to specific material that
11 qualifies under the appropriate standards. The Designating Party must designate for
12 protection only those parts of material, documents, items, or oral or written
13 communications that qualify – so that other portions of the material, documents,
14 items, or communications for which protection is not warranted are not swept
15 unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber or retard the case development process or
19 to impose unnecessary expenses and burdens on other parties) expose the
20 Designating Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the mistaken designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Order requires:

9 A Party or Non-Party that makes original documents or materials available
10 for inspection need not designate them for protection until after the inspecting
11 Party has indicated which material it would like copied and produced. During the
12 inspection and before the designation, all of the material made available for
13 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
14 identified the documents it wants copied and produced, the Producing Party must
15 determine which documents, or portions thereof, qualify for protection under this
16 Order. Then, before producing the specified documents, the Producing Party must
17 affix the “CONFIDENTIAL” legend to each page that contains Protected
18 Material. If only a portion or portions of the material on a page qualifies for
19 protection, the Producing Party also must clearly identify the protected portion(s)
20 (e.g., by making appropriate markings in the margins).

21 (b) for testimony given in deposition or in other pretrial or trial proceedings,
22 that the Designating Party identify on the record, before the close of the
23 deposition, hearing, or other proceeding, all protected testimony.

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on
26 the exterior of the container or containers in which the information or item is
27 stored the legend "CONFIDENTIAL." If only a portion or portions of the

1 information or item warrant protection, the Producing Party, to the extent
 2 practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 4 failure to designate qualified information or items does not, standing alone, waive
 5 the Designating Party's right to secure protection under this Order for such
 6 material. Upon timely correction of a designation, the Receiving Party must make
 7 reasonable efforts to assure that the material is treated in accordance with the
 8 provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 11 designation of confidentiality at any time that is consistent with the Court's
 12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 14 resolution process under Local Rule 37.1 et seq.

15 6.3 The burden of persuasion in any such challenge proceeding shall be
 16 on the Designating Party. Frivolous challenges, and those made for an improper
 17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 18 parties) may expose the Challenging Party to sanctions. Unless the Designating
 19 Party has waived the confidentiality designation by failing to file a motion to retain
 20 confidentiality as described above, all parties shall continue to afford the material
 21 in question the level of protection to which it is entitled under the Producing
 22 Party's designation until the court rules on the challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 25 disclosed or produced by another Party or by a Non-Party in connection with this
 26 case only for prosecuting, defending, or attempting to settle this litigation. Such
 27 Protected Material may be disclosed only to the categories of persons and under
 28 the conditions described in this Order. When the litigation has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
11 as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this litigation and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this litigation and who
22 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing
27 party request that the witness sign the form attached as Exhibit A hereto; and (2)
28 they will not be permitted to keep any confidential information unless they sign

1 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
2 otherwise agreed by the Designating Party or ordered by the court. Pages of
3 transcribed deposition testimony or exhibits to depositions that reveal Protected
4 Material must be separately bound by the court reporter and may not be disclosed
5 to anyone except as permitted under this Stipulated Protective Order.

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
9. IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

15 (b) promptly notify in writing the party who caused the subpoena or order to
16 issue in the other litigation that some or all of the material covered by the
17 subpoena or order is subject to this Protective Order. Such notification shall
18 include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued
20 by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party's confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party's
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality
14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this litigation, the relevant discovery request(s), and a
17 reasonably specific description of the information requested; and

18 (3) make the information requested available for inspection by the
19 Non-Party.

20 (c) If the Non-Party fails to object or seek a protective order from this court
21 within 14 days of receiving the notice and accompanying information, the
22 Receiving Party may produce the Non-Party's confidential information responsive
23 to the discovery request. If the Non-Party timely seeks a protective order, the
24 Receiving Party shall not produce any information in its possession or control that
25 is subject to the confidentiality agreement with the Non-Party before a
26 determination by the court. Absent a court order to the contrary, the Non-Party
27 shall bear the burden and expense of seeking protection in this court of its
28 Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has
3 disclosed Protected Material to any person or in any circumstance not authorized
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
6 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
7 the person or persons to whom unauthorized disclosures were made of all the terms
8 of this Order, and (d) request such person or persons to execute the
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other
14 protection, the obligations of the Receiving Parties are those set forth in Federal
15 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
16 whatever procedure may be established in an e-discovery order that provides for
17 production without prior privilege review. Pursuant to Federal Rule of Evidence
18 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
19 of a communication or information covered by the attorney-client privilege or
20 work product protection, the parties may incorporate their agreement in the
21 stipulated protective order submitted to the court.

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in
28 this Stipulated Protective Order. Similarly, no Party waives any right to object on

1 any ground to use in evidence of any of the material covered by this Protective
2 Order.

3 12.3 Filing Protected Material. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested
5 persons, a Party may not file in the public record in this action any Protected
6 Material. A Party that seeks to file under seal any Protected Material must comply
7 with Civil Local Rule 79-5. Protected Material may only be filed under seal
8 pursuant to a court order authorizing the sealing of the specific Protected Material
9 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
10 request establishing that the Protected Material at issue is privileged, protectable as
11 a trade secret, or otherwise entitled to protection under the law. If a Receiving
12 Party's request to file Protected Material under seal pursuant to Civil Local Rule
13 79-5 is denied by the court, then the Receiving Party may file the information in
14 the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by
15 the court.

16 13. FINAL DISPOSITION

17 Within 60 days after the final disposition of this action, as defined in
18 paragraph 4, each Receiving Party must return all Protected Material to the
19 Producing Party or destroy such material. As used in this subdivision, “all
20 Protected Material” includes all copies, abstracts, compilations, summaries, and
21 any other format reproducing or capturing any of the Protected Material. Whether
22 the Protected Material is returned or destroyed, the Receiving Party must submit a
23 written certification to the Producing Party (and, if not the same person or entity, to
24 the Designating Party) by the 60 day deadline that (1) identifies (by category,
25 where appropriate) all the Protected Material that was returned or destroyed and
26 (2) affirms that the Receiving Party has not retained any copies, abstracts,
27 compilations, summaries or any other format reproducing or capturing any of the
28 Protected Material. Notwithstanding this provision, Counsel are entitled to retain

1 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
3 reports, attorney work product, and consultant and expert work product, even if
4 such materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Protective Order as set forth in
6 Section 4 (DURATION).

7 14. Any violation of this Order may be punished by any and all appropriate
8 measures including, without limitation, contempt proceedings and/or monetary
9 sanctions.

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 Dated: January 25, 2023 GORDON REES SCULLY MANSUKHANI, LLP

12
13 By: /s/ Joy Jaeger Ehlers
14 Marcie Isom Fitzsimmons
Joy Jaeger Ehlers
15 Attorneys for Defendant
SOUTHWEST AIRLINES CO.

16 Dated: January 23, 2023 THE LAW OFFICE OF OMID NOSRATI

17
18 By: /s/ Rene M. Maldonado
19 Omid Nosrati
Rene Maldonado
20 Attorneys for Plaintiff
NICHOLAS PAUL NEWBOULD

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22 DATED: 1/25/2023



23 MRW
United States District/Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of *Newbould v. Southwest Airlines, Co., et al.*, Case no. 2:22-
8 cv-07190-JAK-MRW. I agree to comply with and to be bound by all the terms of
9 this Stipulated Protective Order and I understand and acknowledge that failure to
10 so comply could expose me to sanctions and punishment in the nature of contempt.
11 I solemnly promise that I will not disclose in any manner any information or item
12 that is subject to this Stipulated Protective Order to any person or entity except in
13 strict compliance with the provisions of this Order.
14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27
28 Signature: _____

1 **CERTIFICATE OF SERVICE**2 *Newbould v. Southwest Airlines Co., et al.*
USDC Central District Case No.: 2:22-cv-07190-JAK-MRW3 I am a resident of the State of California, over the age of eighteen years, and
4 not a party to the within action. My business address is: Gordon Rees Scully
5 Mansukhani, LLP 275, Battery Street, Suite 2000, San Francisco, CA 94111. On
the date below, I served the within documents:6 **[PROPOSED] STIPULATED PROTECTIVE ORDER**

- 7 **ONLY BY ELECTRONIC TRANSMISSION THROUGH ECF AND**
THE BELOW EMAIL ADDRESSES LISTED IN THE COURT'S ECF
FILING SYSTEM. Only by e-mailing the document(s) to the persons at
8 the e-mail address(es) listed based on notice provided on March 24, 2020
9 that, during the Coronavirus (Covid-19) pandemic, this office will be
10 working remotely, not able to send physical mail as usual, and is therefore
11 using only electronic mail.
- 12 **Via Hand Delivery:** By causing the document(s) listed above to be hand
13 delivered to the person(s) at the address(es) set forth below.
- 14 **Via FedEx:** By placing a true copy thereof enclosed in a sealed envelope,
15 at a station designated for collection and processing of envelopes and
16 packages for overnight delivery by FedEx as part of the ordinary business
17 practices of Gordon Rees Scully Mansukhani, LLP described below,
18 addressed as follows:
- 19 **Via U.S. Mail:** By placing the document(s) listed above in a sealed
20 envelope with postage thereon fully prepaid, in United States mail in the
21 State of California at San Francisco, addressed as set forth below.

22 Omid Nosrati, Esq.
23 Rene Maldonado, Esq.
24 Arpine Matevosyan
25 Yareli Cervantes26 THE LAW OFFICE OF OMID NOSRATI
1801 Century Park East, Ste. 840
Los Angeles, CA 90067
Tel: (310) 553-5630
Fax: (310) 553-569127 **Attorneys for Plaintiff NICHOLAS PAUL
28 NEWBOULD**E-Mail: omid@nosratilaw.com
rene@nosratilaw.com
arpine@nosratilaw.com
yareli@nosratilaw.com29 I am readily familiar with the firm's practice of collection and processing
30 correspondence for mailing. Under that practice it would be deposited with the
31 U.S. Postal Service on that same day with postage thereon fully prepaid in the
32 ordinary course of business. I am aware that on motion of the party served, service
33 is presumed invalid if postal cancellation date or postage meter date is more than
34 one day after the date of deposit for mailing in affidavit. I declare under penalty of
35 perjury under the laws of the United States of America that the above is true and
36 correct. Executed on **January 25, 2023** at San Francisco, CA.37 
38 Stacey Drucker